

1 RICHARD DeNATALE (California Bar No. 121416)  
2 CELIA M. JACKSON (California Bar No. 124508)  
3 Heller Ehrman LLP  
4 333 Bush Street  
5 San Francisco, CA 94104-2878  
6 Telephone: (415) 772-6000  
7 Facsimile: (415) 772-6268  
8 Email: richard.denatale@hellerehrman.com  
9 Email: celia.jackson@hellerehrman.com

10 Attorneys for Plaintiffs  
11 LENSRAFTERS, INC. and  
12 EYEXAM OF CALIFORNIA, INC.

13 IN THE UNITED STATES DISTRICT COURT  
14  
15 NORTHERN DISTRICT OF CALIFORNIA

16 LENSRAFTERS, INC. and EYEXAM OF  
17 CALIFORNIA, INC.,

18 Plaintiffs,

19 v.

20 LIBERTY MUTUAL FIRE INSURANCE  
21 COMPANY; EXECUTIVE RISK SPECIALTY  
22 INSURANCE COMPANY; UNITED STATES  
23 FIRE INSURANCE COMPANY; MARKEL  
24 AMERICAN INSURANCE COMPANY and  
25 WESTCHESTER FIRE INSURANCE COMPANY,

26 Defendants,

27 AND RELATED COUNTER- AND CROSS-  
28 CLAIMS.

Case No.: C-07-2853 SBA

**DECLARATION OF GREGORY J.  
MUNTEL IN OPPOSITION TO  
UNITED STATES FIRE INSURANCE  
COMPANY'S MOTION TO DISMISS  
OR, IN THE ALTERNATIVE, STAY  
ACTION**

Hearing Date: September 18, 2007  
Time: 1:00 p.m.  
Courtroom: 3  
The Hon. Sandra Brown Armstrong

1 I, Gregory J. Muntel, declare:

2 1. I submit this Affidavit on behalf of LensCrafters, Inc. and EYEXAM of California,  
3 Inc. ("EYEXAM") in opposition to the motion to dismiss filed by United States Fire Insurance  
4 Company. I have personal knowledge of the facts stated herein and, if called as a witness, could  
5 testify competently thereto.

6 2. I am employed by LensCrafters as Associate Vice President, Risk Management and  
7 Insurance. I have held this position since January 2006; prior to this I was the Senior Director of  
8 Risk Management and Insurance. I have been employed by LensCrafters since 1995.

9 3. I work at LensCrafters' headquarters in Mason, Ohio; I have worked at that location  
10 since November 2002. LensCrafters' headquarters has always been located in Ohio.

11 4. During the time period 1998 to 2006, the Risk Management and Insurance  
12 Department of LensCrafters, Inc. was in charge of obtaining all insurance necessary for  
13 LensCrafters, EYEXAM of California, Inc. and other related corporate entities. I have been the  
14 person primarily responsible for purchasing that insurance. My responsibilities include the  
15 purchase of all lines of casualty and property insurance, including primary, umbrella and excess  
16 general liability insurance and certain specialized lines of coverage, such as Managed Care Errors  
17 and Omissions Liability and professional liability coverage.

18 5. The primary, umbrella and excess policies that the Risk Management and Insurance  
19 Department purchases cover multiple insureds. Each of these insureds is entitled to all benefits of  
20 coverage under the policies, unless coverage for a particular insured is limited or excluded by the  
21 terms of the policies. Some of the companies that are insureds under these policies operate across  
22 the United States. LensCrafters, for example, has retail stores located throughout the United States;  
23 other affiliated companies operate only in a single state. For the period February 1, 1998 to  
24 February 1, 2006, two of the many insureds listed on the primary, umbrella and excess liability  
25 policies are LensCrafters, Inc. and EYEXAM of California, Inc.

26 6. For the period 1998 to 2006, the Risk Management and Insurance Department used  
27 the services of an insurance broker, BWD Group, LLC, located in New York. BWD in turn  
28 engaged the services of a wholesale insurance broker, Oxbridge Insurance Associates, Inc., located

1 in New Jersey, to purchase the following policies: the 2001-2002 umbrella policy issued by Markel  
2 American Insurance Company; the 2001-2002 excess policy issued by Westchester Fire Insurance  
3 Company; and the 2002-2003, 2003-2004, 2004-2005 umbrella policies issued by Westchester.

4 7. I communicated with BWD by telephone, email and facsimile. I did not travel to  
5 New York as part of the process of negotiating and procuring any of the insurance policies for the  
6 1998 to 2006 time period. If any in-person meetings were required, it was customary for the broker  
7 to travel to Ohio.

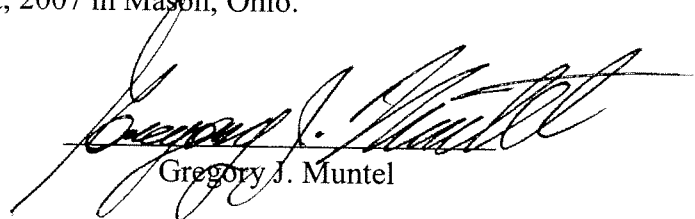
8 8. LensCrafters' insurance policies are received in Ohio for final review and are  
9 maintained in Ohio.

10 9. Because of my work in the Risk Management and Insurance Department, I am  
11 familiar with the claims asserted under the 1998 to 2006 policies in connection with the litigation  
12 entitled *Snow, et al. v. LensCrafters, Inc., et al*, which is pending in San Francisco, California.  
13 Only the entities that face liability in the *Snow* case are seeking coverage. I understand that the  
14 only entities that currently face liability in that case are LensCrafters, Inc. and EYEXAM of  
15 California, Inc.

16 I declare under penalty of perjury that the foregoing is true and correct.

17 Executed this ~~24th~~ day of August, 2007 in Mason, Ohio.

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Gregory J. Muntel